

DCD05687

AWARD/CONTRACT

Page 1 of 1

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) RATING

2. CONTRACT NO.  
NPC-26-96-262

3. EFFECTIVE DATE

4. REQUISITION/PROJECT NO.  
AED-96-262 - Dated 6/9/95

5. ISSUED BY Code:  
U.S. Nuclear Regulatory Commission  
Division of Contracts  
FIP Acquisition Branch  
MS T712  
Washington, DC 20555

6. ADMINISTERED BY Code:  
(If other than Item 5)  
FIP Acquisition Branch

7. NAME AND ADDRESS OF CONTRACTOR  
GE Nuclear Energy  
175 Curtner Avenue  
M/C 788  
San Jose, CA 95125  
Principal Investigator/Technical  
Contact: Patrick Doe  
Telephone No: (408) 925-3014

8. DELIVERY  
☐ FOB ORIGIN  
☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT  
N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS  
SHOWN IN ITEM: 6

11. SHIP TO/MARK FOR CODE  
U.S. Nuclear Regulatory Commission  
Technical Training Division  
5700 Brainerd Road, Suite 200  
Chattanooga, TN 37411-4017

12. PAYMENT WILL BE MADE BY CODE  
U.S. Nuclear Regulatory Commission  
Division of accounting and Finance  
GOV/COM Accounting Section  
Washington, DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION  
☐ 10 U.S.C. 2304(c) ☐ ☐ 41 U.S.C. 253(c) ☐

14. ACCOUNTING AND APPROPRIATION DATA  
B&R# 682-15-11-65-05 FIN# E8270 BOC# 252A  
APPN# 31X0200.682 AED96262 AMOUNT OBLIGATED: \$37,000.00

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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See Schedule

15G. TOTAL ESTIMATED AMOUNT OF CONTRACT \$1,057,100.00

EXCEPTION TO STANDARD FORM SF26 (REV.4-65) Prescribed by GSA  
FAR(48 CFR) 53.214(a)

9610020107 960906  
PDR CONTR  
NRC-26-96-262 PDR

X SEC	16. TABLE OF CONTENTS DESCRIPTION	PAGE
	PART I - THE SCHEDULE	
A	SOLICITATION/CONTRACT FORM	
B	SUPPLIES OR SERVICES AND PRICES/COSTS	
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
D	PACKAGING AND MARKING	
E	INSPECTION AND ACCEPTANCE	
F	DELIVERIES OR PERFORMANCE	
G	CONTRACT ADMINISTRATION DATA	
H	SPECIAL CONTRACT REQUIREMENTS	
	PART II - CONTRACT CLAUSES	
I	CONTRACT CLAUSES	
	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
J	LIST OF ATTACHMENTS	
	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
M	EVALUATION FACTORS FOR AWARD	

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER

(Type or print)

Michael B. McMAHAN

Manager - Maintenance Storage Management

19B. NAME OF CONTRACTOR

by M B McMAHAN

(Signature of person authorized to sign)

19C. DATE SIGNED

9/25/96

20A. NAME OF CONTRACTING OFFICER

Mary Jo Mattia

20B. UNITED STATES OF AMERICA

by M J Mattia

(Signature of Contracting Officer)

20C. DATE SIGNED

9/6/96

# TABLE OF CONTENTS

PAGE

## AWARD/CONTRACT

PART I - THE SCHEDULE . . . . .	3
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS . . . . .	3
B.1 PROJECT TITLE . . . . .	3
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) . . . . .	3
ALTERNATE 1 (JUN 1988)	
B.3 SUPPLIES OF SERVICES AND PRICES/COSTS . . . . .	3
B.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS . . . . .	5
(JUN 1988)	
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT . . . . .	7
C.1 BACKGROUND . . . . .	7
C.2 CONTRACT OBJECTIVE . . . . .	7
C.3 COURSE DESCRIPTION . . . . .	7
C.3.1 Duration . . . . .	7
C.3.2 Content . . . . .	7
C.3.3 Course Development, Presentation, and Other Requirem	8
C.3.4 Technical Qualification Requirements . . . . .	9
C.3.5 General Information . . . . .	9
C.3.6 Course Scheduling . . . . .	10
C.4 COURSE MODIFICATIONS . . . . .	11
C.5 SPECIALIZED SEMINAR/COURSE DEVELOPMENT AND PRESENTATION	11
C.6 MEETINGS AND TRAVEL . . . . .	11
SECTION D - PACKAGING AND MARKING . . . . .	12
D.1 PACKAGING AND MARKING (MAR 1987) . . . . .	12
SECTION E - INSPECTION AND ACCEPTANCE . . . . .	13
E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	13
E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987) . . . . .	13
SECTION F - DELIVERIES OR PERFORMANCE . . . . .	14
F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	14
F.2 REPORTING REQUIREMENTS AND DELIVERABLES . . . . .	14
F.3 DURATION OF CONTRACT PERIOD (MAR 1987) . . . . .	16
ALTERNATE 4 (JUN 1988)	
SECTION G - CONTRACT ADMINISTRATION DATA . . . . .	17
G.1 NRCAR 2052.215-77 PROJECT OFFICER AUTHORITY . . . . .	17
ALTERNATE 1 (JAN 1993)	
G.2 ORDERING PROCEDURES (MAY 1991) . . . . .	17
G.3 USE OF AUTOMATED CLEARING HOUSE (ACH) . . . . .	18
ELECTRONIC PAYMENT	
SECTION H - SPECIAL CONTRACT REQUIREMENTS . . . . .	19
H.1 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL . . . . .	19
CONFLICTS OF INTEREST (JAN 1993)	
H.2 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993) . . . . .	23

	TABLE OF CONTENTS	PAGE
H.3	NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE . . . . .	24
	PROTECTION (JAN 1993)	
H.4	MINIMUM INSURANCE COVERAGE . . . . .	24
H.5	GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED . . . . .	25
	(JUN 1988)	
H.6	NRC FURNISHED MATERIAL . . . . .	25
PART II	- CONTRACT CLAUSES . . . . .	26
SECTION I	- CONTRACT CLAUSES . . . . .	26
I.1	52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	26
I.2	52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT . . . . .	27
	INTEGRITY--MODIFICATION (SEP 1995)	
I.3	52.216-18 ORDERING (OCT 1995) . . . . .	30
I.4	52.216-19 ORDER LIMITATIONS (OCT 1995) . . . . .	30
I.5	52.216-21 REQUIREMENTS (OCT 1995) . . . . .	31
I.6	52.217-9 OPTION TO EXTEND THE TERM OF THE . . . . .	32
	CONTRACT (MAR 1989)	
PART III	- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS . . . . .	33
SECTION J	- LIST OF ATTACHMENTS . . . . .	33

## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 PROJECT TITLE

The title of this project is as follows:

Boiling Water Reactor Maintenance Training Overview Course

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)  
ALTERNATE 1 (JUN 1988)

## (a) Brief description of work:

The Contractor shall furnish qualified personnel, materials, facilities, and services to present a Boiling Water Reactor Maintenance Training Overview Course.

- (b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

[End of Clause]

## B.3 SUPPLIES OF SERVICES AND PRICES/COSTS

CLIN	Description	Estimated Quantity	Unit	Fixed Unit Price	Extended Price
BASE YEAR					
001	Develop BWR Training Course Materials (One-Time Charge)	1	ea.	\$ 10,500	\$ 10,500
002	Presentation of BWR Maintenance Training Overview Course	4	ea.	\$ 28,000	\$112,000

## B.3 (Continued)

003 Specialized Seminar/  
Course Development  
and Presentation  
- Professional 600 hrs. \$110 \$ 66,000  
- Non-Professional 300 hrs. \$ 38 \$ 11,400  
Refer to  
Subsection C.5  
Total Estimated Price Yr 1 - \$199,900

## OPTION YEAR ONE (1)

004 Presentation of 4 ea. \$ 29,400 \$117,600  
BWR Maintenance  
Training Overview  
Course

005 Specialized Seminar/  
Course Development  
and Presentation  
- Professional 600 hrs. \$116 \$ 69,600  
- Non-Professional 300 hrs. \$ 40 \$ 12,000  
Refer to  
Subsection C.5

Total Estimated Price Yr 2 - \$199,200

## OPTION YEAR TWO (2)

006 Presentation of 4 ea. \$ 30,900 \$123,600  
BWR Maintenance  
Training Overview  
Course

007 Specialized Seminar/  
Course Development  
and Presentation  
- Professional 600 hrs. \$121 \$ 72,600  
- Non-Professional 300 hrs. \$ 42 \$ 12,600  
Refer to  
Subsection C.5

Total Estimated Price Yr 3 - \$208,800

## OPTION YEAR THREE (3)

008 Presentation of 4 ea. \$ 32,400 \$129,600  
BWR Maintenance  
Training Overview  
Course

009 Specialized Seminar/  
Course Development  
and Presentation  
- Professional 600 hrs. \$127 \$ 76,200  
- Non-Professional 300 hrs. \$ 44 \$ 13,300  
Refer to  
Subsection C.5  
Total Estimated Price Yr 4 - \$219,000

OPTION YEAR FOUR (4)  
010 Presentation of 4 ea. \$ 34,000 \$136,000  
BWR Maintenance  
Training Overview  
Course  
011 Specialized Seminar/  
Course Development  
and Presentation  
- Professional 600 hrs. \$134 \$ 80,400  
- Non-Professional 300 hrs. \$ 46 \$ 13,800  
Refer to  
Subsection C.5  
Total Estimated Price Yr 5 - \$230,200

TOTAL ESTIMATED CONTRACT PRICE BASE YR & OPTION YRS - \$1,057,100

[End of Clause]

**B.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS  
(JUN 1988)**

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$199,900.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (b) The amount presently obligated with respect to this contract is \$37,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until

## B.4 (Continued)

the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

[End of Clause]



**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 BACKGROUND**

The Nuclear Regulatory Commission (NRC) inspects the facilities of licensees to determine whether the facility operations are conducted in compliance with license provisions and to identify conditions that might adversely affect the health and safety of the public or the environment.

In support of this mission, specialized technical training programs have been designed to give NRC inspectors and others an understanding of regulatory and operational bases for refueling operations, core loading, and subsequent equipment maintenance and testing.

**C.2 CONTRACT OBJECTIVE**

The objective of this contract is to provide a course that will provide NRC inspectors with the technical training necessary to satisfy program requirements in the areas of; equipment operation and fuel movement during refueling operations, recirculation pump maintenance, main steam isolation valve maintenance, control rod drive mechanism and surveillance testing that will help facilitate inspection effort at boiling water reactor licensees during outage periods.

**C.3 COURSE DESCRIPTION****C.3.1 Duration**

Each course shall be approximately forty (40) hours in duration.

**C.3.2 Content**

The contractor shall furnish the necessary qualified personnel, materials, services, and facilities to conduct a five (5) day, forty (40) hour training course entitled "Boiling Water Reactor Maintenance Training Overview Course" as outlined below and Attachment 6 entitled, "Proposed Topics for Boiling Water Reactor Maintenance Training Overview Course." Changes in, additions to, or deletions from the subjects listed below are permitted, however, the content of the final outline shall be approved by the NRC Project Officer.

Course goals should be accomplished through a combination of classroom presentations, demonstrations, films, hands-on operation of actual equipment or full scale mockups of actual BWR equipment. In particular, the course shall include the following hands on

**C.3.2 (Continued)**

operations or demonstrations either on actual equipment or full scale mockups of actual BWR equipment:

- a. Fuel receipt and inspection, including expected radiation levels of new fuel versus spent fuel.
- b. Preparations for refueling including; vessel head stud detensioning, vessel head removal, removal of steam dryers and moisture separators for BWR/6 and others, reactor vessel cavity seal installation and flooding of reactor cavity.
- c. Refueling bridge operation to include Local Power Range Monitor (LPRM) removal and replacement and fuel movement from a flooded reactor cavity to a spent fuel storage pool with use of underwater video equipment.
- d. The following refueling floor operations are to be done with the reactor cavity and fuel storage pool dry or flooded for the demonstration of tool operation; fuel movements, fuel channeling and dechanneling, control rod unlatching, removal and installation.
- e. Reactor vessel reassembly, including replacement of reactor vessel O-rings.
- f. Reactor recirculation pump seal maintenance.
- g. Main steam isolation valve disassembly, maintenance and operation.
- h. Control rod drive mechanism diagnostics and maintenance on both standard and fast scram mechanisms.

**C.3.3 Course Development, Presentation, and Other Requirements**

The Contractor shall:

- a. Provide a detailed course schedule, including a breakdown of course topics and times to be spent on each topic.
- b. Provide training materials for student use during the course. These materials shall be prepared using the Contractor's facilities and resources prior to course presentation and will be corrected for errors identified in previous courses. As a minimum, the student manual shall include a Table of Contents, a glossary of common terms, copies of relevant reference material, lesson objectives at the beginning of each section or chapter, printed copies of viewgraphs, slides, and other visual aids required to present the course.

- c. Provide loose course written materials to the students in appropriately sized three-ring binders. The material shall include sufficient detail to act as a study guide for the course.
- d. Develop/furnish an instructor's guide to support presentation of the course. As a minimum, the guide shall consist of a detailed course outline, clearly defined learning objectives for each topic, a description of each visual aid and a formal lesson plan for presenting the lecture, exercises, and demonstrations.
- e. Provide a satisfactory facility for the conduct of classes.
- f. Develop/furnish and utilize visual aids (viewgraphs, slides, actual components, etc.) as much as possible to assist student understanding.
- g. Develop/furnish projection graphics for classroom use, produced in either thirty-five (35) mm color slide format or in overhead viewgraph format with black and white hard copies provided in the student manual.
- h. Provide the NRC Project Officer a map of the course locality clearly showing the training facility and nearby lodging available to the students. The map should also be accompanied by a written description of the route from lodging to the training facility.

#### C.3.4 Technical Qualification Requirements

The course shall be conducted by a contractor with broad technical experience with the refueling of boiling water reactors, and performance of maintenance and surveillance.

The course shall be conducted by a minimum of two (2) assigned course instructors with expertise in the areas of refueling and maintenance outage activities. They shall also have experience in providing instruction to individuals who have little experience in refueling operations, or surveillance and maintenance activities. As a minimum, the contractor personell shall have the following areas of combined experience/expertise:

- a. Extensive knowledge of outage activities, including surveillance and maintenance activities at BWR facilities.
- b. Extensive knowledge of the use and basis of boiling water reactor Technical Specifications.
- c. Experience in the development and presentation of training materials in the nuclear industry, including specific experience as a classroom instructor.

#### C.3.5 General Information

- a. Typical class size shall be approximately six students.

**C.3.5 (Continued)**

- b. Classes shall typically start at 8:00 AM and end about 4:00 PM, allowing 10 minute breaks about every hour and one hour for lunch. Approximately six hours of instruction time are available per day.
- c. The Contractor shall arrive in sufficient time prior to the start of each class to check/setup the training room, layout course materials, prepare equipment, etc. as necessary.
- d. On the first day of class, the Contractor shall ensure required student registration forms are completed and shall inform participants of the requirements for satisfactorily completing the objectives of the course.
- e. The NRC Project Officer shall be responsible for the review and approval of contractor developed course materials.
- f. Student background and experience will vary. The Contractor should not assume experience with refueling and maintenance activities.

**C.3.6 Course Scheduling**

- a. The NRC shall be responsible for preparing course announcements, student registration, and preparing course completion certificates.
- b. For planning purposes only, it is anticipated that an estimated average of four (4) courses will be ordered for the basic period of performance and four (4) courses for each optional year thereafter. The number of classes will be solely based on the number of classes ordered and to be delivered consistent with FAR Clauses 52.216-18 and 52.216-21.
- c. Exact course dates will be arranged with the Contractor at least sixty (60) calendar days before the start of each course. Courses will be formally scheduled through a delivery order form signed by both parties. (See Attachment 7).
- d. Courses will be conducted at a facility furnished by the contractor.
- e. Should the NRC determine no later than thirty (30) calendar days prior to the time a course session is to begin that the need is insufficient to conduct the training, the NRC may reschedule the session without additional obligation to the government. A revised delivery order form will be completed by the parties with new dates.

**C.4 COURSE MODIFICATIONS**

The NRC reserves the right to negotiate a fixed priced modification in accordance with the changes clause to modify all or part of the training materials developed for the course. Any such additional work shall be within the scope of the contract and shall be completed during the term of the contract.

**C.5 SPECIALIZED SEMINAR/COURSE DEVELOPMENT AND PRESENTATION**

It is anticipated that course development and presentation for specialized training will require an estimated level of effort of 900 hours at the fixed hourly rate reflected under Section B.3. For estimating purposes, it is anticipated that one (1) specialized seminar/course may be required per contract year. When a requirement within the scope of work for this contract is identified, the Contracting Officer will transmit to the Contractor a Request for Proposal which will identify the specifics of the work to be performed. Upon negotiation of the Contractor's proposed costs, with the exception of the fixed hourly rates, a contract modification will be issued by the Contracting Officer establishing new line items for course development and presentation at the fixed price negotiated. Delivery Orders for presentation would then be issued by the Project Officer in accordance with paragraph C.3.6, Course Scheduling.

**C.6 MEETINGS AND TRAVEL**

Within 30 calendar days of contract award, a meeting will be held at the Contractor's facility with the NRC Project Officer and/or technical representatives to discuss the course outline, lesson objectives, material preparation, facility for presentation and any other information required for course presentation.

[End of Clause]

## SECTION D - PACKAGING AND MARKING

## D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

[End of Clause]

## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

## 1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996

[End of Clause]

## E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

[End of Clause]



## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989

[End of Clause]

## F.2 REPORTING REQUIREMENTS AND DELIVERABLES

## Course Development

a. Within thirty (30) calendar days of contract award - a meeting at the Contractor's facility as indicated in C.5 herein.

b. Within fifteen (15) calendar days of the initial meeting - draft detailed course outline shall be submitted to the NRC Project Officer for review. The Project Officer will review the material and provide comments within ten (10) calendar days from receipt of the draft. The Contractor shall correct any deficiencies and resubmit the material within five (5) calendar days from receipt of NRC Project Officer comments.

c. Within forty-five (45) calendar days after acceptance of the course outline material specified in paragraph b above - draft course materials (student manual, instructor's manual, handouts, visual aids, etc.) shall be submitted to the NRC Project Officer for review. The Project Officer will review the material and provide his comments within twenty (20) calendar days from receipt of the draft. The Contractor shall correct any deficiencies and resubmit the material within ten (10) calendar days from receipt of NRC Project Officer comments.

d. Within thirty (30) calendar days after acceptance of the draft material specified in paragraph c above, the contractor shall submit two (2) copies of the final course materials to the NRC Project Officer and be ready for presentation of the first course. The entire process (a-d) shall be completed within 120 calendar days from contract award.



## F.2 (Continued)

e. Provide the NRC Project Officer, sixty (60) calendar days prior to the start of each course the following material: course schedule, texts, and handouts to be provided to the students, and note any changes that need to be made to the course material due to changes in the technology or due to recent events. The NRC Project Officer will review the material and provide any comments within twenty-one (21) calendar days after receipt from the contractor. The contractor shall correct any deficiencies and resubmit the material within seven (7) calendar days after receipt of the NRC Project Officer comments. NRC approval of the material shall be required at least twenty-one (21) calendar days prior to the start of each course.

## Course Presentation Reports

Within thirty (30) calendar days of the completion of a course presentation, the Contractor shall submit a Course Presentation Report to the NRC Project Officer. The report shall contain:

- a. A cover letter report discussing accomplishments, problems, recommendations for improvement, and status of correcting errors found during the course presentation.
- b. Student evaluations (original plus one copy) and a summary of student comments.
- c. Student registration forms.

## Final Report

The Contractor shall furnish a final report in accordance with NRC Manual Chapter 3202 by the end date of the contract. Five copies shall be sent to the Project Officer and one copy to the Contract Administrator. The report shall contain as a minimum:

- a. A technical report of the work completed.
- b. Any problems or delays encountered and their solutions.
- c. Recommendations for improvement.

The final report and transfer of all government furnished materials and all contractor developed materials shall be done prior to the contract expiration date.

F.3 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on \_\_\_\_\_\* and will expire on \_\_\_\_\_. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional 4 Years.

[End of Clause]

## SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY  
ALTERNATE 1 (JAN 1993)

- (a) The contracting officer's authorized representative, hereinafter referred to as the project officer for this contract is:

Name: Nathan J. Lewis

Address: U.S. Nuclear Regulatory Commission  
Technical training Division  
Osborne Office Center  
5700 Brainerd Road  
Suite 200  
Chattanooga, TN 37411-4017

Telephone Number: (423) 855-6506

- (b) The project officer shall:

- (1) Place delivery orders for CLINs in Schedule B for Presentation of BWR Maintenance Training "Only."
- (2) Monitor contractor performance and recommend to the contracting officer changes in requirements.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

- (c) The project officer may not make changes to the express terms and conditions of this contract.

[End of Clause]

## G.2 ORDERING PROCEDURES (MAY 1991)

- (a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

**G.2 (Continued)**

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

(c) Other than the Contracting Officer, no individuals are authorized to place delivery orders for development and/or specialized seminar course development.

[End of Clause]

**G.3 USE OF AUTOMATED CLEARING HOUSE (ACH)  
ELECTRONIC PAYMENT**

It is the policy of the U.S. Nuclear Regulatory Commission to pay Government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system in lieu of a U.S. Treasury check. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-28, entitled "Electronic Funds Transfer Payment Methods."

To receive payment by Vendor Express, the contractor shall complete the "Company Information" portion of Form SF 3881, entitled "Payment Information Form - ACH Vendor Payment System" found in Section J. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. The contractor must ensure that the addendum record will not be stripped from the payment. The ACH Coordinator will fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, ATTN: ACH/Vendor Express, Division of Accounting and Finance, Mailstop T-9-E-2, Washington, DC 20555. Once the Office of the Controller has processed the contractor's sign-up form, the contractor will begin to receive payments electronically via Vendor Express/ACH.

If the offerors/bidders have questions concerning ACH/Vendor Express, they may call the Commercial Payments staff on (301) 415-7520.

[End of Clause]

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL  
CONFLICTS OF INTEREST (JAN 1993)

- (a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:
- (1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and
  - (2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.
- (c) Work for others.
- (1) Notwithstanding any other provision of this contract, during the term of this contract the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.
  - (2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate), except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

## H.1 (Continued)

- (3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).
- (4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,
- (i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.
  - (ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.
  - (iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

- (1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.
- (2) The contractor agrees that, if after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the government.
- (3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad

## H.1 (Continued)

spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

- (1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:
  - (i) Use this information for any private purpose until the information has been released to the public;
  - (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
  - (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
  - (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the



## H.1 (Continued)

public by the NRC.

- (2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.
- (3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.
- (f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.
- (i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.
- (1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or



## H.1 (Continued)

specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

- (2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

[End of Clause]

## H.2 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

- (a) The following individuals are considered to be essential to the successful performance of the work hereunder:

Richard A. Rossi  
Herman R. Green  
Duane N. Snyder

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval in writing.
- (d) If the contracting officer determines that suitable and timely

**H.2 (Continued)**

replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

[End of Clause]

**H.3 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE PROTECTION (JAN 1993)**

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the contractor fails to comply with these regulations or requirements, the contracting officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

[End of Clause]

**H.4 MINIMUM INSURANCE COVERAGE**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

- (a) Worker's compensation and employer's liability insurance as required by applicable federal and state worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or

**H.4 (Continued)**

monopolistic funds that do not permit workers' compensation to be written by private carriers.

- (b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.
- (c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

[End of Clause]

**H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)**

The Government will not provide any equipment/property under this contract.

[End of Clause]

**H.6 NRC FURNISHED MATERIAL**

Upon request, the NRC will furnish the contractor with applicable NRC documents such as regulatory guides necessary to support course development and presentation. The NRC will also furnish at the time of each course presentation, registration forms and course evaluation sheets for each student.

The NRC will provide a Style Guide for use by the contractor in preparing the Student Manual, Instructor Manual, and Course Outline.

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	OCT 1995
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 1995
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	OCT 1995
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 1991
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	OCT 1995
52.222-3	CONVICT LABOR	AUG 1996
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS	JUL 1995
52.222-26	ACT - OVERTIME COMPENSATION	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984

## I.1 (Continued)

NUMBER	TITLE	DATE
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.223-14	TOXIC CHEMICAL RELEASING REPORTING	OCT 1995
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAR 1994
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD	OCT 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE Alternates III (APR 1984)	AUG 1987
52.244-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS)	FEB 1995
52.244-5	COMPETITION IN SUBCONTRACTING	JANUARY 1996
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	AUG 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

## I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (SEP 1995)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

## I.2 (Continued)

- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY--  
MODIFICATION (NOV 1990)

(1) I, [Name of certifier] \_\_\_\_\_, am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] \_\_\_\_\_ who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

## I.2 (Continued)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[Signature of the officer or employee responsible for the  
modification proposal and date]

\_\_\_\_\_  
[Typed name of the officer or employee responsible for the  
modification proposal]

\* Subsections 27(a), (b), and (d) are effective on December  
1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION  
OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE,  
FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER  
SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE,  
SECTION 1001.

- (d) In making the certification in paragraph (2) of the  
certificate, the officer or employee of the competing  
Contractor responsible for the offer or bid, may rely upon a  
one-time certification from each individual required to submit  
a certification to the competing Contractor, supplemented by  
periodic training. These certifications shall be obtained at  
the earliest possible date after an individual required to  
certify begins employment or association with the contractor.  
If a contractor decides to rely on a certification executed  
prior to the suspension of section 27 (i.e., prior to December  
1, 1989), the Contractor shall ensure that an individual who  
has so certified is notified that section 27 has been  
reinstated. These certifications shall be maintained by the  
Contractor for a period of 6 years from the date a certifying  
employee's employment with the company ends or, for an agency,  
representative, or consultant, 6 years from the date such  
individual ceases to act on behalf of the contractor.
- (e) The certification required by paragraph (c) of this clause is  
a material representation of fact upon which reliance will be  
placed in executing this modification.

[End of Clause]



## I.3 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through .
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

## I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of N/A;
  - (2) Any order for a combination of items in excess of N/A; or
  - (3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.



## I.4 (Continued)

[End of Clause]

## I.5 52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after N/A.

[End of Clause]

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE  
CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

[End of Clause]

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

- |    |  |
|----|--|
| 01 | Billing Instructions   |
| 02 | NRC Contractor Organizational Conflicts of Interest                            |
| 03 | NRC Handbook 3.8   |
| 04 | Subcontracting Plan  |
| 05 | SF 3881 - ACH Vendor Payment System  |
| 06 | Proposed Topics for Boiling Water Reactor Maintenance Training Overview Course |
| 07 | Delivery Order Form  |

BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS

General: The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20407.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission  
Division of Contracts - T-7-I-2  
Washington, DC 20555

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

Chief, Property Management Branch  
Division of Facilities and Property Management  
Mail Stop - T-7-D-27  
Washington, DC 20555-0001

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike - Mail Room  
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26 or Block 25 of Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number.
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Project Officer's name and mail stop as designated in the contract.
5. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been

designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.

6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billing may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.